

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT SIS400-14-Q-0959			1. CONTRACT ID CODE		PAGE OF PAGES 1 5		
2. AMENDMENT/MODIFICATION NO. A001		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO. PR2831911		5. PROJECT NO. (If applicable)	
6. ISSUED BY American Consulate General 18 Agron Road Jerusalem 94190		CODE		7. ADMINISTERED BY (If other than Item 6) CODE Contracting Officer 4 Hagalgal Street Talpiot, Jerusalem			
8. CONTRACTOR:				9a. AMENDMENT OF SOLICITATION NO. SIS400-14-Q-0959			
				9b. DATED (SEE ITEM 11) March 03, 2014			
				10a. MODIFICATION OF CONTRACT/ORDER NO.			
				10b. DATED (SEE ITEM 13)			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<p>[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [X] is extended, [] is not extended</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or email which includes a reference to the solicitation and amendment numbers.</p> <p>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by email or letter, provided each email or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor [] is not, [X] is required to sign this document and return <u>1</u> copy to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
<p>The purpose of this amendment A001 to this solicitation is for the following:</p> <ol style="list-style-type: none"> 1- To revise all of Section 1 Subpart II through IV - The Schedule. See continuation on page 2. 2- To revise all of Section I, (Price Adjustment) Subpart a thru b. See continuation on page 5. 3- To post all questions that have been submitted by interested Offerors with USG answers. See Attachment A. 4- To extend this solicitation closing date to now read, March 17, 2014 on 2:00PM(IST) 5- All other terms and conditions in the solicitation remain unchanged. <p>Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</p>							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME OF CONTRACTING OFFICER Keith Thrasher			
15B. NAME OF CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u>Keith G. Thrasher</u> (Signature of Contracting Officer)		16C. DATE SIGNED 3 MAR 2014	

Section SF 30 Block 14. Continuation Page

- 1.) The purpose of this admendment is to revise all of Section 1, Subpart II-IV of the schedule, to now read, the following:

II. Base Period

Item #	Type of Fuel	Estimated Quantity/Year	Established Benchmark*	Markup**	Unit Price	Total ILS
1	Benzene 95 Fuel	390,000 Ltr				
2	Super 98/99 Fuel	4,000 Ltr				
3	Diesel Fuel	70,000 Ltr				
4	Heating Diesel Fuel	80,000 Ltr				

TOTAL PRICE FOR BASE YEAR: ILS_____

*While the Israeli Government regulates the price of Benzine 95, they do not publish the regulated price but rather the average fuel pump price which includes VAT, excise tax and highest vendor markup. In addition the Israeli government does not regulate the price for Super 98 or Diesel fuel and agree that the "Established Benchmark" for Benzine 95, Super 98 and Diesel fuel shall be defined the published "Refinery Price", as negotiated by the vendor and the refinery. Such rates shall be maintained at the vendor's web-site

**Unit price for Benzine 95, Super 98 and Diesel fuel shall be the Established Benchmark cost plus the Markup. The Markup shall be a firm fixed price.

II. VALUE ADDED TAX

VALUE ADDED TAX. Value Added Tax (VAT) is not applicable to this contract and shall not be included in the CLIN rates or Invoices because the U.S. Consulate has a tax exemption certificate from the host government.

III. First Option Year

Item #	Type of Fuel	Estimated Quantity/Year	Established Benchmark*	Markup**	Unit Price	Total ILS
1	Benzene 95 Fuel	390,000 Ltr				
2	Super 98/99 Fuel	4,000 Ltr				
3	Diesel Fuel	70,000 Ltr				
4	Heating Diesel Fuel	80,000 Ltr				

TOTAL PRICE FOR 1st OPTION YEAR: ILS _____

*While the Israeli Government regulates the price of Benzine 95, they do not publish the regulated price but rather the average fuel pump price which includes VAT, excise tax and highest vendor markup. In addition the Israeli government does not regulate the price for Super 98 or Diesel fuel and agree that the "Established Benchmark" for Benzine 95, Super 98 and Diesel fuel shall be defined the published "Refinery Price", as negotiated by the vendor and the refinery. Such rates shall be maintained at the vendor's web-site

**Unit price for Benzine 95, Super 98 and Diesel fuel shall be the Established Benchmark cost plus the Markup. The Markup shall be a firm fixed price.

III. VALUE ADDED TAX

VALUE ADDED TAX. Value Added Tax (VAT) is not applicable to this contract and shall not be included in the CLIN rates or Invoices because the U.S. Consulate has a tax exemption certificate from the host government.

IV. Second Option Year

Item #	Type of Fuel	Estimated Quantity/Year	Established Benchmark*	Markup**	Unit Price	Total ILS
1	Benzene 95 Fuel	390,000 Ltr				
2	Super 98/99 Fuel	4,000 Ltr				
3	Diesel Fuel	70,000 Ltr				
4	Heating Diesel Fuel	80,000 Ltr				

TOTAL PRICE FOR 2nd OPTION YEAR: ILS _____

*While the Israeli Government regulates the price of Benzine 95, they do not publish the regulated price but rather the average fuel pump price which includes VAT, excise tax and highest vendor markup. In addition the Israeli government does not regulate the price for Super 98 or Diesel fuel and agree that the "Established Benchmark" for Benzine 95, Super 98 and Diesel fuel shall be defined the published "Refinery Price", as negotiated by the vendor and the refinery. Such rates shall be maintained at the vendor's web-site

**Unit price for Benzine 95, Super 98 and Diesel fuel shall be the Established Benchmark cost plus the Markup. The Markup shall be a firm fixed price.

IV. VALUE ADDED TAX

VALUE ADDED TAX. Value Added Tax (VAT) is not applicable to this contract and shall not be included in the CLIN rates or Invoices because the U.S. Consulate has a tax exemption certificate from the host government.

Total for Base and Option years:

TOTAL AMOUNT FOR BASE YEAR	ILS
TOTAL AMOUNT FOR 1 ST OPTION YEAR	ILS
TOTAL AMOUNT FOR 2 ND OPTION YEAR	ILS
GRAND TOTAL	ILS

2.) To revise all of Section I, Price Adjustment, Subpart a thru b from Price Adjustment:

- (a) *The unit price for the fuels shall be adjusted based on the negotiated increases or decreases in the official price of the vehicle fuels, mandated by the government of Israel.*

<http://energy.gov.il/Subjects/Fuel/Pages/GxmsMniPricesAndTaxes.aspx>

- (b) *To request an adjustment in price, the Contractor must provide written notification of the price change to the Contracting Officer at least one week before the new price is to be effective. This notification must be accompanied by a copy of the official Government of Israel announcement of the price change, showing the new price and its effective date. The officer or general partner of the Contractor having overall responsibility for the Contractor's affairs shall certify the submission by written signature.*

now read,

Price Adjustment:

- (a) In regards to diesel fuels, and while the Israeli Government regulates the price of Benzine 95, they do not regulate the price for Super 98 or Diesel fuel. Accordingly, the contractor warrants that pricing to the Consulate shall be as low as, or lower than those charged to the contractor's customers, including any possible discounts. The unit price for the fuels shall be adjusted based on the negotiated increases or decreases in the official price of the vehicle fuels, mandated by the government of Israel.

<http://energy.gov.il/Subjects/Fuel/Pages/GxmsMniPricesAndTaxes.aspx>

- (b) To request an adjustment in price, the Contractor must provide written notification of the price change to the Contracting Officer at least one week before the new price is to be effective. This notification must be accompanied by a copy of the official Government of Israel announcement of the price change, showing the new price and its effective date. The officer or general partner of the Contractor having overall responsibility for the Contractor's affairs shall certify the submission by written signature.

To request an adjustment in price, the contractor must provide written notification of the price change to the Contracting Officer within 24 hours of each change.

-----END OF AMEND001-----